

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

METROPOLITAN LIFE INSURANCE  
COMPANY,

Plaintiff,

Case No. 2:12-cv-13625

Hon. Gershwin A. Drain

v.

NEDRA J. HARDEMAN STEPHEN,  
GARFIELD W. HARDEMAN,  
PATRICE M. HARDEMAN, GARLAND  
HARDEMAN, JULIA TSADICK, AND  
EDWIN HARDEMAN, JR.,

Defendants.

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**ORDER DISCHARGING METLIFE FROM LIABILITY  
AND DISMISSING THIS ACTION WITH PRJUDICE**

Edwin H. Hardeman (the “Decedent”) had group life insurance benefits (the “Plan Benefits”) in the amount of THIRTY THREE THOUSAND FIVE HUNDRED and 00/100 Dollars (\$33,500.00) under the General Motors Life and Disability Benefits Program (the “Plan”) through a group life insurance policy issued by Metropolitan Life Insurance Company (“MetLife”) and that an accelerated payment of the Plan Benefits in the amount of TEN THOUSAND SIX HUNDRED THIRTY SEVEN and 00/100 Dollars was previously disbursed to Edwin H. Hardeman on or about August 3, 2011, and therefore the amount of the remaining

group life insurance benefits of the Decedent under the MetLife policy is TWENTY TWO THOUSAND EIGHT HUNDRED SIXTY THREE DOLLARS (\$22,863.00) (the “Remaining Plan Benefits”).

It is also understood and agreed that MetLife filed this Interpleader Action in order to resolve any dispute and all disputes as to the beneficiaries of the Remaining Plan Benefits of the Decedent. Further, the Parties have agreed to resolve their claims and disputes regarding the Remaining Plan Benefits of the Decedent.

On January 17, 2013, the parties appeared for a status conference and a settlement was reached and placed on the record concerning the life insurance benefits payable under the General Motors Life and Disability Benefits Program by reason of the death of Edwin H. Hardeman. On January 18, 2013, the Court entered an Order of Dismissal Without Prejudice as set forth in Dkt. # 18.

Edwin H. Hardeman (the “Decedent”) had group life insurance benefits (the “Plan Benefits”) in the amount of THIRTY THREE THOUSAND FIVE HUNDRED and 00/100 Dollars (\$33,500.00) under the General Motors Life and Disability Benefits Program (the “Plan”) through a group life insurance policy issued by Metropolitan Life Insurance Company (“MetLife”) and that an accelerated payment of the Plan Benefits in the amount of TEN THOUSAND SIX HUNDRED THIRTY SEVEN and 00/100 Dollars was previously disbursed to Edwin H. Hardeman on or about August 3, 2011, and therefore the amount of the remaining group life insurance benefits of the Decedent under the MetLife policy is TWENTY TWO THOUSAND EIGHT HUNDRED SIXTY THREE DOLLARS (\$22,863.00) (the “Remaining

Plan Benefits”).

It is also understood and agreed that MetLife filed this Interpleader Action in order to resolve any dispute and all disputes as to the beneficiaries of the Remaining Plan Benefits of the Decedent. Further, the Parties have agreed to resolve their claims and disputes regarding the Remaining Plan Benefits of the Decedent. Pursuant to the Parties agreement made at a session of this Court on January 17, 2013:

IT IS HEREBY ORDERED AND ADJUDGED that the Remaining Plan Benefits of the Decedent in the amount of TWENTY TWO THOUSAND EIGHT HUNDRED SIXTY THREE DOLLARS (\$22,863.00), plus all applicable interest, shall be disbursed in equal shares to Nedra Hardeman Stephen, Patrice M. Hardeman, Garland Hardeman and Edwin Hardeman, Jr. Accordingly, Nedra Hardeman Stephen, Patrice M. Hardeman, Garland Hardeman and Edwin Hardeman, Jr. shall each receive the sum of FIVE THOUSAND SEVEN HUNDRED FIFTEEN and 75/100 DOLLARS (\$5,715.75), plus applicable interest.

IT IS FURTHER ORDERED that upon distributing the amount of TWENTY TWO THOUSAND EIGHT HUNDRED SIXTY THREE DOLLARS (\$22,863.00), plus all applicable interest, shall be disbursed in equal shares to Nedra Hardeman Stephen, Patrice M. Hardeman, Garland Hardeman and Edwin Hardeman, Jr., MetLife and General Motors and the Plan shall be fully relieved of and discharged from any and all liability with respect to payment of the Plan Benefits, plus any applicable interest, payable under the Plan by reason of the death of the Decedent.

/s/ Gershwin A Drain

GERSHWIN A. DRAIN

UNITED STATES DISTRICT JUDGE

Dated: March 18, 2013